If permission is granted for the event, the applicant/company/organiser hereby agree to comply with the General conditions of Hire Recreation Landform and all reasonable instructions given by all authorised Officers of the Council.

The hirer shall:

1. Not use the site for any purpose other than that for which the agreement shall be granted.
2. Not assign or transfer the benefit of the agreement.
3. Always allow the Officers of the Council to have full right of access to the site for the purpose of inspecting or examining the same and the applicant shall always comply with their instructions or requirements.
4. Not carry on or allow or permit to be carried on unlawful betting and gaming.
5. Not play or permit to be played music of any description or use or permit the use of loudspeakers, amplifiers, whistles, bells, or other noisy instruments without the prior written agreement of the Council and in no case later than 22:00. [A Premises Licence](https://www.torbay.gov.uk/business/licensing/alcohol-and-entertainment/premises-licence/) for (Entertainment only) may be held on the land required for your event. Contact 01803 208861 for the full list of sites and Conditions. If not and your event is public and consists of music, dancing, singing or similar you will need to apply for a [Temporary Event Notice](https://www.torbay.gov.uk/business/licensing/alcohol-and-entertainment/ten/).
6. Comply with the requirements of the Council or the Officer of the Fire Authority as to the provision of proper means for the extinguishing of fire and to complete a fire risk assessment
7. Not permit painting, advertisement or other notices or signs whatsoever to be exhibited on the site except with the previous written agreement of the Council and the hirer shall be responsible for advertising activities in connection with the hiring and shall be deemed to have full control of any advertising agents employed or otherwise used. If any person carries out flyposting in connection with the hiring, then this Agreement shall be immediately cancelled and if any deposit paid shall be forfeited to the Council and may be used by the Council to offset the cost of removing unauthorised advertising material.
8. Not exhibit or give as prizes any fish, birds, or live animals. No livestock to be used for the purpose of riding or amusement by the public. Unless in agreed circumstances with the prior written consent of the Council.
9. Not encroach on any other land of the Council or any highway but shall conduct the activity for which the permission shall be granted and keep all equipment and other things of whatsoever kind used for or in connection therewith within the site, save that vehicles shall not be permitted on turf without the prior written authority of the Council.
10. Apply to the Council for any on-site parking requirements during the event. All other vehicles are restricted to loading and unloading. There will be suspension of all vehicle movement on site during the event.

**Any unauthorised vehicles will result in the organiser being charged £25 per vehicle. In all cases the hirer is responsible for the enforcement of parking restrictions.**

1. All applications should be accompanied by an Event Management Plan (not less than 12 weeks before the date of the event), including:
   * + - Site plan showing the approximate layout of the event
       - A medical plan to cover all those attending the event
       - The number of tents/kiosks/marquees
       - A litter/waste plan to cover the whole area of the event
       - The approximate size and location of any structure
       - The total area to be taken up by the event

* Notification to the Council of marquee erection and dismantling dates (not less than 12 weeks prior to the event)

1. **In the case of Paignton Central Green, a space adjacent to the play park must be kept clear and access permitted via the highway to the location through the event space, which may be used by the Council for the operation of a concession**.
2. No stall or ride attraction will be permitted without prior written consent of the Council.
3. Keep and maintain the site in a clean and tidy condition (providing litter bins, skips where necessary) and take all necessary steps to prevent any inconvenience or annoyance to the Council or owners, or occupiers of neighbouring property or to members of the public. The hirer shall be responsible and have a duty of care for the clearing and removal of all waste. On the expiration of the period of occupation the hirer to deliver up the site to the Council in a clean, tidy, and orderly condition. If this has not been completed to the satisfaction of the council officer, it shall be lawful for the Council to do such works as deemed necessary and recover the cost thereof from the hirer.
4. On the termination of the hiring forthwith repair all damage that is likely to occur on the site and to the footpaths and carriageway crossings surrounding the site. It shall be lawful for the Council to do such works as deemed necessary and recover the cost thereof from the hirer. (Such works are likely to be programmed later out of the main season).
5. Ensure that all relevant consents and licences incidental to the use of the site are obtained and that there is full compliance with all relevant statutory provisions including those relating to entertainment licence, PRS Licence, public health, supply of water, food hygiene, planning, waste and health and safety at work. Charity events must obtain charitable [street collections consent](https://www.torbay.gov.uk/business/licensing/street-and-trading/).
6. Not make any charge to the public in respect of admission to the site without the express written permission of the Council.
7. In the case of hirings of Paignton Green, the siting of the refreshment outlets shall be at the sole discretion and to the complete satisfaction of the Council.
8. Note that licensed bars or sales of alcohol are not permitted at events on any Council owned land, unless in agreed circumstances with the prior written permission of the Council.
9. Provide any equipment required for their activity. All equipment shall be suitable for its purpose and in such a condition as not to cause nuisance, annoyance, injury or damage to any person or property and shall be remove as soon as the activity is concluded. All such equipment shall comply with all Health and Safety requirements and be covered by a current public liability insurance against defect and use.
10. Be responsible for personally verifying the legality of every stall and attraction that is to attend and for ensuring that they have adequate public liability insurance, and that their charity registration numbers are displayed on the day of hire.
11. Hold evidence of such compliance on site during the event.
12. Charitable events must submit to Torbay Council, no later than the end of November following the event, a certificate showing:

* that all funds raised have been distributed locally
* the total amount received during or because of the activity
* the amount of money sent to the charity named as beneficiary.
* the manner of disposing of the balance (if any);

**The Council reserves the right to not grant the use of facilities in future years where certificates have not been returned in accordance with these regulations.**

1. Be responsible for any sub-contractor, caterer, or employee. The hirer shall accept full responsibility for and will fully indemnify the Council against all costs, charges, claims or actions for or in respect of any injury to any person, unless caused by negligence of the Council, or any loss or damage to property or to the land, buildings or fittings let to the hirer. All articles brought on to the site or other Council property, whether left in cloakrooms, are at owner’s risk and the Council will not be responsible for any loss or damage to clothing or other property of any person or persons.
2. Indemnify the Council, its servants and agents against all actions, claims, proceedings, costs and expenses howsoever arising out of or in connection with the hirer’s occupation or use of the site, unless caused by the negligence of the Council, and the hirer shall affect or have in place a policy of insurance covering all the matters which are the subject of the indemnities and undertakings herein. The minimum level of insurance cover shall be £5M in respect of any claim or series of claims arising out of one event but it remains the responsibility of the hirer having taken independent professional advice to determine the appropriate level of cover having regard to the nature of their operation and the perceived level of risk. Evidence that such insurance covers are in place shall be produced to the Council for approval twelve weeks prior to the event.
3. **Cancellation**. The Council may at any time cancel its permission to use the site of any part thereof in circumstances which the Council deem appropriate including but not limited to, either the protection of the site or supervening need for the site to be used for another (e.g., Civic) purpose. The Council will not be liable to make or pay any compensation for such cancellation. Any charges paid or an appropriate part of them may in such cases be refunded but not when this clause is enforced because the hirer or his organisation has been in breach of an agreement in respect of previous hirings. The hirer shall have the right to cancel this agreement on giving notice in writing at least twelve weeks before the event. They shall then be entitled to the return of any money paid. After that date 10% of any money paid will be treated as a booking fee and will not be refunded.
4. All accounts for services provided by the Council will be rendered directly to the hirer/organiser.
5. If any article (including a living thing) is sold, exposed, or offered for sale in a street (which includes any road, footway, beach, or other area of which the public have access without payment) then it will be necessary to apply for a [street trading licence](https://www.torbay.gov.uk/business/licensing/street-and-trading/).
6. The hirer must comply with all byelaws relevant to the area to be used.
7. A maximum number of catering outlets will be permitted at each event with the written agreement of the Council which will be entirely at the Council’s discretion and will be subject to the provisions of clause 16. No other stalls will be permitted to sell any foodstuffs or drinks including sweets, crisps, candyfloss, etc. Please note each catering unit must be a minimum of a 4\* rated National Food Hygiene rating to operate on Council Land.
8. A complete list of all outlets planning to provide/sell food must be sent to:

**Food Safety Team**

**Community Safety**

**Town Hall**

**Torquay**

**TQ1 3DR**

No ice-cream vans or ice-cream trailers will be permitted on the site to events including vans or trailers, without the written consent of the Council which shall be entirely at the Council’s discretion.

1. No commercial selling of goods shall be permitted at charity events, unless with the written consent of the Council, which shall be entirely at the discretion of the Council.
2. In the case of Torre Abbey Meadows, the transfer of vehicles and plant from the public highway to the Meadows shall be confined to the vehicular crossing at the junction of Torbay Road and Kings Drive.
3. No market or car boot sales type stalls will be permitted on the site and any goods or stand which do not comply with the generality of this clause must be removed upon the Council’s instructions.
4. A maximum number of rides and similar attractions shall be permitted with the written agreement of the Council. Such rides and attractions should be ancillary to the main event and hold a current [ADIPS](https://adips.co.uk/) /[PIPA](https://www.pipa.org.uk/) certificate, membership of [BIHA (British Inflatable Hirers Alliance)](http://www.biha.org.uk/) (British Inflatable Hirers Alliance Opens in a new window). These must preferably be from a local operator and have the written approval of the Council prior to being booked for the event.
5. Every charity stall application must incorporate the relevant charity registration number. All funds raised at charitable events held on Council-owned land must endeavour to be distributed locally.
6. Quad bikes or similar motorised vehicles will not be permitted unless the hirer can demonstrate and satisfy the Council that the grass will be fully protected and there will be no unacceptable noise levels and all appropriate Health and Safety regulations are complied with.
7. A charge will be made for each event held on any Council Land depending on the size of the event, please see the [Public Spaces Event Policy](https://www.torbay.gov.uk/leisure-sports-and-community/hold-an-event/step-one/) for the current pricing guidelines.
8. Applications from schools, churches, and national organisations whose funds are not distributed locally will be considered on individual merit, and the Council’s decision will be final.
9. All new promotors /events /community events will need to provide at least two as references to their previous events.
10. A bond will be payable for land reinstatement ahead of each event each year. The amount will be in line with the Council’s agreed fees and charges and will be refunded if not used.
11. All applications shall sign the ‘[Events Charter](https://www.torbay.gov.uk/leisure-sports-and-community/hold-an-event/english-riviera-events-charter/)

**Note**

In these conditions, the 'Council' means the Council of Torbay and includes any officer nominated to carry out such duties on behalf of the Council.